

ORDER FORM AND AGREEMENT FOR MCI 900 SERVICE BILLING AND COLLECTION

SPONSOR: Tartel Inc

MCI TELECOMMUNICATIONS CORPORATION

ADDRESS: 2405 Juan StreetSIGNATURE: Jane G. MillerSan Diego, Ca 92110DATE: 6.19.92SIGNATURE: Fred Lesser

MCI USE ONLY:

CORP ID _____

DATE: ~~June 18, 92~~ June 18, 92

CONTRACT NO. _____

MCI 900 SERVICE BILLING AND COLLECTION IS SUBJECT TO THE TERMS OF THIS ORDER FORM AND EXHIBITS, INCLUDING EXHIBITS A, B AND C.

1. Subscription to 900 Service

Sponsor shall subscribe to MCI 900 Service in accordance with the terms of MCI tariffs governing the service.

2. Service Charges

2.1 Sponsor shall supply the following information by service application: an initial traffic forecast by month for twelve months with monthly updates thereafter, identification of anticipated busy hour, identification of geographical marketing target areas and a schedule of marketing and promotional activities.

2.2 To permit adequate planning and response time for meeting peak traffic volumes, Sponsor shall provide not less than ten (10) business days notice prior to implementation of special advertising, new programs or other traffic stimulators.

2.3 Exhibit A to this Agreement, as amended from time to time, contains the rates for Sponsor's offering(s) to be billed to its customers by MCI. Each offering shall have a separate Exhibit A. Sponsor shall give MCI not less than thirty (30) days prior written notice of any change in the rates to be billed to its customers by MCI.

2.4 Unless otherwise agreed in writing, Sponsor rates may not exceed the parameters set forth in Exhibit B attached hereto.

2.5 Subject to the terms of this Agreement, MCI will undertake billing and collecting of Sponsor End User Revenue (as defined below).

3. Disclosure to Customers

3.1 Sponsor shall reasonably disclose the following in print and broadcast materials promoting its offering(s):

3.1.1 The charges for its offering(s). In television advertising the charges shall be shown on the screen in a type size no less than one-half the size of the telephone number and shall be announced at the same time and shall be shown for the same duration as the telephone number. In radio and

other verbal advertising the charges shall be announced each time the telephone number is announced. In print advertising the charges shall be shown in a type size no less than one-half the size of the telephone number.

3.1.2 Any geographic limitations upon the availability of Sponsor's offering(s), as a consequence either of Sponsor's determination, restrictions imposed by parties responsible for billing (e.g. local exchange carriers), or MCI limitations associated with the 900 Service and features.

3.1.3 Any technical limitations on use of its offering(s), such as a need for tone generating telephones.

3.2 For programming directed at minors Sponsor shall state clearly that parental permission for calling is required.

3.3 Sponsor shall include an introductory message (preamble) for all Sponsor offerings informing callers of the nature and charges for the offering and permitting callers to hang-up to avoid charges for the call. MCI's requirements are set forth in Exhibit C hereto, MCI Program Content Policies ("Policies"), which may be amended from time to time by MCI on not fewer than ten (10) days' notice to Sponsor.

4. Billing Services

4.1 MCI will undertake to secure recording, message processing, bill processing, bill rendering, inquiry, collection and remittance services on calls associated with Sponsor's offering(s) which are to be billed by MCI. No other entity or person, including Sponsor, may take any of the foregoing actions on calls associated with Sponsor's offering(s) which are to be billed by MCI without prior written consent of MCI.

4.2 MCI's billing services will be performed as contractor for Sponsor.

4.3 MCI's undertaking will include good faith efforts to secure billing services from local exchange carriers ("LECs"). MCI shall be under no obligation to contest any

uncollectible and caller credit experience for Sponsor offerings.

6.3 If the Total Amount Due Sponsor is negative, MCI shall render an invoice for such negative amount. Sponsor shall pay such amount within thirty (30) days after invoice date. MCI may set off any amount otherwise due Sponsor against such amounts and against any other amounts owed MCI by Sponsor.

6.4 In the event MCI receives any complaints or claims regarding Sponsor's programming, representations, advertising, promotions or services or in the event Sponsor fails to comply with any provision of this Agreement, MCI may, in addition to any other remedies, withhold amounts from Sponsor as MCI deems reasonable until such time as MCI can determine the adjustment of the Total Amount Due Sponsor that may be required as a consequence of the complained of activity or noncompliance.

7. Responsibility for Services; Indemnification

7.1 Sponsor acknowledges that it shall be solely responsible for its offering(s), for the content of all messages delivered to callers, and for all representations made during customer contacts. Sponsor shall be solely responsible for the content and nature of all promotions and advertising to induce calls. Sponsor warrants that its offerings comply with all applicable federal, state and local laws. Sponsor agrees to indemnify MCI, its officers and agents and hold them harmless from all claims, actions, damages, complaints and expenses (including reasonable attorneys fees) arising out of Sponsor's offering(s), messages, customer contacts, promotions and advertising, including libel and slander. For each indemnifiable matter MCI may employ and direct attorneys of its own choosing to appear and defend in its behalf and at Sponsor's expense.

7.2 Sponsor acknowledges that it shall be solely responsible for the quality of services covered by its offering(s) to be billed by MCI. MCI makes no warranties, express or implied, with respect to the quality, merchantability, fitness for a particular purpose or suitability for customers of Sponsor's services. Sponsor agrees to indemnify MCI, its officers and agents and to hold them harmless from all claims, actions, damages and complaints arising out of Sponsor's offering(s) to be billed by MCI. For each indemnifiable matter MCI may employ and direct attorneys of its own choosing to appear and defend in its behalf and at Sponsor's expense.

7.3 MCI may require Sponsor to post a bond or provide a security deposit, in an amount and form acceptable to MCI, to assure payment to MCI for any of Sponsor's obligations to MCI under this Agreement.

7.4 To control potential fraudulent calling, MCI may invoke selective blocking of callers.

8. Limitations of Liability

8.1 In the absence of willful misconduct, MCI shall have no liability to Sponsor in respect of its acts or omissions in the performance of services under this Agreement.

8.2 MCI's liability to Sponsor for willful misconduct in its performance of services under this Agreement shall be limited to Sponsor's direct damages which are the proximate result of MCI's act or omission.

8.3 IN NO EVENT SHALL MCI BE LIABLE TO SPONSOR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT MCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

8.4 IN NO EVENT SHALL MCI BE LIABLE TO SPONSOR FOR ANY ACTS OR OMISSIONS OF LECs.

9. Reservation of Rights; Rights to Terminate

9.1 This Agreement is expressly contingent upon MCI's ability to secure necessary billing services, if any, from LECs as described in Sections 4.3 and 4.4. In the event any participation required of LECs is not secured, MCI may immediately terminate this Agreement without liability upon notice to Sponsor.

9.2 MCI may immediately terminate this Agreement without liability upon notice to Sponsor in the event of Sponsor's breach of Sections 3.1, 3.2, 3.3, 4.5, 4.6 or 4.7 of this Agreement (including any false certification pursuant to Section 4.5) or in the event MCI receives any complaints or claims regarding Sponsor's programming, representations, advertising, promotions or services.

9.3 MCI reserves the right to terminate this Agreement immediately without liability upon notice to Sponsor if MCI determines, in its sole discretion, that its long distance service may be adversely affected or that a Sponsor offering may adversely affect MCI's public image or damage MCI's reputation or good will.

9.4 In the event MCI exercises its option under Section 7.3 to require Sponsor to post a bond or other acceptable security deposit and Sponsor fails to do so, then MCI may immediately terminate this Agreement without liability upon written notice to Sponsor.

9.5 In the event that MCI is permitted to terminate this Agreement under this Section, MCI may, in its sole discretion, terminate billing and collection services only for the offering or offerings that give rise to the termination right. If MCI terminates only for one or more offerings, final payment under Section 6 for such offering(s) may be delayed for up to 180 days after date of termination to permit time for receipt and calculation of adjustments under Section 6 hereof. The exercise of the right of partial termination shall not affect MCI's right to terminate the Agreement in full for the event giving rise to the partial termination or any other event giving rise to a right to terminate under this Section 9.

9.6 MCI may immediately terminate this Agreement without liability upon notice to Sponsor in the event Sponsor does not promptly comply with a request by MCI for the name, address, and customer service telephone number of any information provider taking service from Sponsor on an MCI-provided 900 number. This provision is to ensure that MCI can comply with Federal Communications Commission regulations requiring MCI to make such information available within three (3) days of any request.

EXHIBIT B

ORDER FORM AND AGREEMENT
FOR MCI 900 SERVICE BILLING AND COLLECTION

BILLING AND COLLECTION CHARGES

BILLING AND COLLECTION CHARGE:

The billing and collection charge shall be ten (10) percent of the amounts billed by MCI on behalf of Sponsor. The charge covers billing and collection services and estimated unreported uncollectible amounts and caller credits, based on experience with LEC reporting. There will be a minimum average billing charge of \$.12 per call.

UNCOLLECTIBLE AND CALLER CREDIT ADJUSTMENT:

1. The uncollectible and caller credit adjustment shall be a pass through of reported caller credits and uncollectible amounts.
2. MCI is not a guarantor of any particular deferral rate or caller credit and uncollectible adjustment. If MCI determines that the adjustment provided by this section will result or has resulted in losses to MCI, MCI may make such adjustments as it deems appropriate and effect a true-up to compensate for any such losses.
3. MCI may immediately discontinue billing and collection services for offerings that have, or in MCI's sole discretion may have, reported combined caller credits and uncollectible amounts of fifteen (15) percent or greater in any month.

MAXIMUM CALLER CHARGES:

1. MCI will not bill Sponsor charges in excess of the following:
 - for flat rate calls.....Twenty-five Dollars (\$25.00) per call
 - for usage sensitive calls.....Five Dollars (\$5.00) per minute and
 Twenty-five Dollars (\$25.00) per call.

MCI may, on a case by case basis, make exceptions to the per call maximum charge for usage sensitive calls.
2. For programming intended for callers under age 18, MCI will not bill on a per minute basis and will not bill Sponsor charges in excess of Four Dollars (\$4.00) per call.

LEC claims that one or more of Sponsor's programs does not comply with LEC billing restrictions based on program content nor shall MCI be obligated to contest any LEC granted adjustments to caller bills on inquiry.

4.4 If in MCI's judgment MCI is unable to secure adequate billing services from one or more LECs, MCI may take appropriate action to accommodate any billing problem including (i) discontinuation of billing and collection service on a program specific basis and furnishing by Sponsor of security for MCI charges; or (ii) at MCI's option and upon agreement of Sponsor, restriction of call origination to permit calling only from territories where adequate billing service is available; or (iii) at MCI's option, termination of this Agreement without liability immediately upon written notice to Sponsor.

4.5 Sponsor shall comply with MCI's Policies and shall certify that each program to be billed by MCI under this Agreement complies with the Policies.

4.6 MCI may require Sponsor to place certain programming on a separate NXX in accordance with MCI's Policies and instructions.

4.7 For each offering Sponsor shall submit to MCI an advance copy of all program scripts, pre-recorded messages and all advertising, promotional and fulfillment material to be used in connection with the offering. Sponsor shall submit to MCI revised materials in advance of use if Sponsor makes changes in the offering that have not been reflected in previously submitted materials. MCI may at any time request, and Sponsor shall within three days of such request deliver, a copy of any of the foregoing materials.

4.8 MCI may review compliance of Sponsor's offering(s) with MCI Policies by, among other things, making calls to Sponsor's offering(s) from time to time. Sponsor waives its charges to MCI for such calls.

4.9 In no event shall Sponsor's responsibility for its offering(s) be diminished by any act or omission of MCI in screening applications, monitoring applications or advising Sponsor concerning the nature or content of Sponsor's offering(s) and any related material or activity.

5. Taxes

5.1 MCI will undertake to collect, file returns for and remit on behalf of Sponsor, any taxes ("Taxes") payable by callers as a result of use of Sponsor's offerings. Sponsor releases MCI and LECs from all liability arising out of MCI and LEC computation, billing, collection and remittance of Taxes. Taxes included in callers' bills may be separately stated from Sponsor's charges. Sponsor is not engaged in the provision of telecommunications services. MCI may retain any statutory fee or share of taxes to which the party collecting Taxes is entitled under applicable law.

5.2 MCI or LECs shall handle all communication from callers concerning Taxes and shall make all determinations concerning removal, addition or adjustment of Taxes.

5.3 MCI or LECs shall handle all communications with taxing authorities concerning Taxes.

5.4 Sponsor shall indemnify and hold harmless MCI from and against any liability or loss incurred by MCI

resulting from any Taxes or tax-related charges imposed or to be imposed on callers, including penalties, interest, addition to Taxes, surcharges or other charges or expenses and reasonable attorneys fees resulting from any cause, including but not limited to claims by callers that taxed services were not taxable.

5.5 If a taxing jurisdiction asserts a claim against MCI for which Sponsor must indemnify or hold harmless MCI ("Claim"), MCI shall notify Sponsor and shall keep Sponsor reasonably informed of the progress of its Claim and MCI's actions in defense thereof; provided, however, that MCI shall retain control over the contest concerning such Claim, including any protest, appeal, litigation and processing, and further including selection of counsel, and MCI shall pursue same with diligence and good faith. If any amount is required to be paid prior to contesting the Claim, or in the event the period of contesting the Claim has expired, Sponsor shall pay the amount of the Claim. MCI may, from time to time, bill and collect from Sponsor all or any portion of such payments, including interest, penalties and MCI's reasonable attorneys fees. Sponsor shall remit payment within thirty days of the date of any such bill or MCI may offset such amount against amounts otherwise due Sponsor under this Agreement. If MCI is successful in contesting any claim Sponsor has so paid, MCI shall reimburse Sponsor to the extent MCI is reimbursed, less costs and expenses incurred by MCI in contesting the Claim not otherwise paid by Sponsor.

6. Remittance

6.1 MCI shall remit to Sponsor the Total Amount Due Sponsor (set forth in MCI's tentative monthly settlement statement furnished Sponsor) within ninety (90) days after the close of each billing cycle. To determine Total Amount Due Sponsor, MCI shall determine End User Revenue and reduce it by the adjustments set forth in this Agreement. End User Revenue shall be the amounts actually billed to end users on behalf of Sponsor in a relevant billing period, excluding any amounts billed for calls made with intent to defraud or otherwise avoid payment. End User Revenue, Total Amount Due Sponsor and any adjustments set forth on MCI's tentative settlement statements shall be subject to adjustment in subsequent months for unbillable amounts and any other factors in conformity with the terms of this Agreement.

6.2 The Total Amount Due Sponsor on the tentative settlement statement shall be calculated by subtracting from End User Revenues the following:

- 6.2.1 MCI usage and related charges (e.g., dedicated access charges, feature charges and taxes) for Service.
- 6.2.2 Billing and collection charges as set forth in Exhibit B. MCI may change these charges from time to time on thirty (30) days' written notice.
- 6.2.3 An adjustment to reflect uncollectible and caller credit experience for Sponsor's offerings. The method for calculating the adjustment is set out in Exhibit B attached hereto, which may be revised from time to time on thirty (30) days' written notice.
- 6.2.4 Any deferral amount (security deposit) specified by MCI for estimated

10. Term and Termination by Either Party

10.1 This Agreement shall remain in full force and effect until terminated in accordance with its terms. Either party may terminate the Agreement without cause upon at least thirty (30) days' prior written notice to the other party. Notwithstanding any notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination; provided that final payment under Section 6 may be delayed for up to 180 days after date of termination to permit time for receipt and calculation of adjustments under Section 6 hereof.

10.2 Upon termination by either party to this Agreement, Sponsor shall have the option of continuing or terminating any MCI service associated with its offering(s). Applicable tariff termination charges, if any, shall apply to terminated network services.

11. Notices

Whenever any notice or demand is to be given under this Agreement, the notice shall be in writing and addressed to Sponsor at the address first above written and to MCI, 1650 Tysons Boulevard, McLean, VA 22102; Attention: Director, 900 Business Unit. Notices delivered by overnight courier service (U.S. Express Mail, Federal Express, Purolator or Airborne) shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

12. Force Majeure

Either party's delay in, or failure of, performance under this Agreement shall be excused where such delay or failure is caused by an act of God, fire or other catastrophe, electrical, computer or mechanical failure, work stoppage, delays or failure to act of any carrier or agent (including the LECs) or any other cause beyond a party's direct control, including in the case of MCI, regulatory restrictions.

13. Assignment

This Agreement may not be assigned by Sponsor.

14. Governing Law

14.1 This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of New York.

14.2 To the extent any Sponsor offering includes subscription for MCI service under tariff or otherwise, the rates, terms and conditions applicable to that service, including tariff provisions, if applicable, shall govern the provision of that service and any related federal or state regulations shall also apply to the provision of that service.

15. No Waiver

The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

16. Severability

If any provision of this Agreement is held invalid, unenforceable or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

17. Entire Agreement; Amendments; Third Party Beneficiaries

17.1 This Agreement and the Exhibits hereto constitute the entire Agreement between the parties. No prior or contemporaneous written or oral representations form a part of this Agreement, and this Agreement supersedes all prior oral or written Agreements between the parties relating to the subject matter of this Agreement.

17.2 No amendment, modification or supplement to this Agreement shall be effective unless it is in writing and either signed by authorized representatives of both parties, or signed by one party if such party is the party to be charged.

17.3 This Agreement is not intended to and shall not be construed to provide any rights, remedies or benefits to or for any person or entity not a party to this Agreement.

18. Arbitration

Any dispute arising in any manner under this Agreement that cannot be resolved by negotiation between the parties shall be subject to mandatory exclusive arbitration under the commercial arbitration rules of the American Arbitration Association. Neither party may take any other action by way of request for injunctive relief or otherwise. The order of the arbitrator may be entered in any court of competent jurisdiction.

4/1/92

the 900 number in a type size no less than one-half (1/2) the size of the 900 number

9. Any program that mentions or refers to another 900 number at any time during the program; any usage sensitive applications that use repetitive scripts, long holding periods or extraneous verbiage as a means to prolong call duration; any program that utilizes multilevel marketing or pyramid schemes which promise callers compensation based on their ability to generate additional subsequent calls to the same, or another pay-per-call program; and any program that uses a PIN number as a "bonus" or activation number which must be used in a subsequent pay-per-call, toll or toll-free call in order to receive fulfillment.

10. Any program that utilizes autodialers or computer generated announcements, directly or indirectly, as a form of advertising for a 900 program. This includes programs that appear to automatically "reverse bill" for a call made through an autodialer.

11. Any program whose advertising and promotional material fails to disclose the cost of the call, all restrictions and conditions, and the resulting fulfillment, or any advertising and promotional material which discloses this information in such a way that it is not clear or perceptible. This also includes, without limitation, any advertising and promotional material which does not disclose the following:

- (i) the content of the program;
- (ii) the purpose of the 900 call;
- (iii) the cost of the call and an average or range of length for the call, adjacent to or immediately following the 900 number in a type size no less than one-half (1/2) the size of the 900 number and written in Arabic numerals;
- (iv) any and all material conditions required for fulfillment of the program, including minimum requirements, restrictions, additional costs and necessary fees;
- (v) any limitations of program's availability, such as geographical restrictions, time of day availability or touch tone phone requirements;
- (vi) the sponsor or information provider's name, city and state of operation and a customer service phone number; and
- (vii) a warning to potential callers under the age of 18 that they must have parental permission.

12. Any program which MCI in its sole discretion determines may generate excessive caller credits or uncollectible amounts.

13. Any program which relates to, or offers information about:

- (i) obtaining credit, loans or credit cards;
- (ii) improving one's credit record, credit history, or credit rating; or
- (iii) providing advice or assistance concerning the services listed in items (i) and (ii) above, including without limitation, any program which offers credit

card applications, loan information, or merchandise catalog programs.

14. Any travel-related program or sweepstakes or contest which offers travel-related benefits. MCI may except from this exclusion any program that in its sole discretion it determines may offer legitimate travel information or benefits at fair value.

15. Any program which offers Group Access Bridging (GAB) lines. GAB lines are defined as programs that randomly connect two or more callers.

16. Any program for a sweepstakes, game of chance, contest, or other program that involves the use of pay-per-call as one of the means of entry or qualifying for a prize or award which does not meet each of the requirements below. These are minimum requirements that must be met before MCI will provide billing and collection services. Sponsor shall certify and warrant that the program complies with all applicable federal and state laws involving games of chance.

(i) The script, advertising and promotional material must disclose the following:

- a complete and clear description of each prize, including retail value of merchandise or other prizes, when available;
- a complete and clear listing of any conditions or requirements for receiving or utilizing the prize;
- a clear disclosure, in Arabic numerals, of the odds of receiving each individual prize;
- an alternative, free means of entry clearly described and disclosed adjacent to or immediately following the 900 number in a type size no less than one-half (1/2) the size of the 900 number;
- a clear disclosure of all costs associated with claiming the prize;
- a clear disclosure of all rules and restrictions.

(ii) The program shall in addition comply with the following:

-Alternative Means of Entry

- o An alternative means of entry with an equal chance of winning must be available to all entrants.
- o The deadline for responding by the alternate means of entry must be no sooner than the deadline for responding by calling the 900 number.
- o The program may not contain any language which would imply that one who calls the 900 number has a greater opportunity to win a prize, or that one who responds by the alternate means of entry has less of an opportunity to win a prize.
- o The amount of time for fulfillment via the alternate means of entry must be

EXHIBIT C
ORDER FORM AND AGREEMENT
FOR MCI 900 SERVICE BILLING AND COLLECTION
PROGRAM CONTENT GUIDELINES

April 1, 1992

MCI'S REVIEW OF SCRIPTS, ADVERTISING, AND PROMOTIONAL MATERIAL FOR COMPLIANCE WITH THESE GUIDELINES DOES NOT CONSTITUTE LEGAL ADVICE OR AN OPINION AS TO THE LEGALITY OF THE PROGRAM. SPONSOR MUST CERTIFY THAT THE PROGRAM IS LAWFUL AND COMPLIES WITH THESE GUIDELINES. SPONSOR SHOULD CONSULT WITH SPONSOR'S OWN ATTORNEY TO CONFIRM LAWFULNESS AND GUIDELINES COMPLIANCE.

MCI will not provide billing and collection services for the following type of programs:

1. Any program which does not contain an introductory message or preamble which meets the following requirements:

(i) The preamble must comply with all policies, rules, requirements, regulations, or orders of the Federal Communications Commission, all other federal or state laws and regulations governing preambles, and the terms and conditions of MCI Tariff F.C.C. No. 1.

(ii) The minimum preamble length is 18 seconds.

(iii) The preamble must contain a clearly understandable and audible statement of the per call charges. If the call is billed on a usage sensitive basis, the preamble must state all rates, by minute or other unit of time, any minimum charges and the total cost for calls to that program if the duration of the program can be determined. No preamble is required for programs with a flat-rate charge per call of \$2.00 or less.

(iv) The preamble must state the name of the information provider and accurately describe the information, product or service that the caller will receive for the fee.

(v) The preamble must inform the caller that billing will commence only after a specific, identifiable future event following the disclosure message, such as a signal tone, and must provide a reasonable opportunity for the caller to disconnect before that event.

(vi) The preamble for children's programming must contain a statement that the caller should hang up unless he or she has parental permission.

(vii) A caller may be provided the means to bypass the preamble on a subsequent call to the same offering, provided that the caller is in sole control of that capability, except that any bypass device shall be disabled for a period of thirty days following the effective date of a price increase for the pay-per-call service. Instructions on how to bypass, if any, may only appear at the end of the program.

2. Any program for fund-raising except when conducted by or on behalf of an entity with not-for-profit tax status. Not-for-profit entities shall provide evidence of such status to MCI. Third parties raising funds on behalf of

not-for-profit entities shall provide evidence of the entities' not-for-profit status and the fund-raiser's relationship to the not-for-profit entity.

3. Any program that conflicts with LEC billing restrictions. Upon agreement of MCI and Sponsor, MCI may block programming on a geographic basis to avoid conflicts with a particular LEC's restrictions and thus permit the programming to be billed and collected where permitted by other LEC's.

4. Any program that violates or may be reasonably thought to violate election laws, laws concerning unfair, deceptive or fraudulent advertising, securities laws, any anti-gambling laws, state or local requirements or any other federal, state, or local law, regulation or rule.

5. Any program that contains inflammatory or demeaning portrayals on the basis of race, religion, political affiliation, ethnic group, gender, sexual preference or handicap.

6. Any program that is fraudulent, deceptive, or misleading, or that in MCI's sole discretion is thought to be fraudulent, deceptive or misleading. Any program that defrauds or misleads or in MCI's sole discretion is thought to defraud or mislead callers with respect to prizes or benefits offered by, through or in connection with the program or sponsor.

7. Any program that in MCI's sole discretion is determined to be intended for children or persons under the age of 18 which exceeds the maximum charge for such programming as specified in Exhibit B or which contains in its promotional material imperative statements such as "call now" or "you must call."

8. Any program which in MCI's sole discretion is thought to be adult programming whether recorded or live. Adult programming is defined as programming or advertising which explicitly or implicitly offers or is intended to offer sexual stimulation or arousal. For any programming MCI may, in its sole discretion, require disclosure in the preamble and all advertising that the program does not contain sexually explicit material nor is it intended for sexual stimulation or arousal. Equivalent disclosure is required in the program preamble and all advertising material for any date line, voice mailbox, one-on-one conversation and story line programs that are advertised in any adult-oriented medium. In written advertising the disclosure must appear adjacent to or immediately following

reasonably related to the amount of time necessary to manually process such entries, but in no event should such time period exceed four weeks.

-Prizes

o Prizes cannot be listed in an order or manner which deceives or in MCI's sole determination is reasonably thought to deceive the caller as to the value of the prize.

o The amount or value of the prize awarded must be independently funded and may not be dependent upon the number of entries received.

-Official Rules must disclose the following:

o that neither a purchase nor a telephone call is necessary to determine if the recipient has won a prize or to claim a prize;

o the odds of winning each prize offer;

o the alternate means of entry;

o the name, business address, and telephone number of the person responsible for the program to which inquiries may be directed;

o the end date of the promotion;

o how unclaimed prizes will be handled;

o an address to which one may write to receive a list of major prize winners;

o states where the promotion is void. MCI may block access to calls from those states where the promotion is void. Sponsor shall remain responsible for ensuring that the solicitation is not made where void or prohibited.

17. Any program offering information on generic job descriptions or how to get a job. Any other employment information program which does not meet each of the following requirements:

(i) Sponsor shall provide a certification in writing to MCI that all jobs for which information is to be provided exist and that the employment availability information is current.

(ii) Sponsor shall remove from the program script within one (1) day, any position available listings for which the position has been closed or filled.

(iii) The script, advertising and promotional material must fully disclose the locations where jobs are available.

(iv) Sponsor shall provide a letter from legal counsel acceptable to MCI certifying that the program complies with all applicable federal, state or local laws, regulations and rules; except that it may indicate

those states and localities in which the program may not comply with all applicable laws.

(v) The program must be blocked from localities where the program does not comply with applicable laws.

18. Any program for personal, date lines, voice mailboxes or one-on-one chat lines that does not meet the following requirements:

(i) For programs which involve the leaving of personal messages Sponsor shall review all messages to ensure that the information contained in the messages is in compliance with MCI's Program Content Guidelines.

(ii) Sponsor shall review each message to ensure clarity of transmission.

(iii) Sponsor shall provide MCI with a written description of the methods it uses or will use to screen live callers (one-to-one) to ensure that content is in compliance with MCI's Program Content Guidelines.